

CORRECTED APPENDICES

to the

REFINERY OPERATING AGREEMENT

BY AND AMONG

THE GOVERNMENT OF THE U.S. VIRGIN ISLANDS

AND

LIMETREE BAY REFINING, LLC

July 2, 2018

Appendix A

Terminal Site and Refinery Site

Terminal / Terminal Site

Terminal Plot No. 4 Over Portions of Estate Blessing, Estate Hope, Estate Jerusalem and Estate Figtree Hill, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 386.444 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Terminal Plot No. 5 Portions of Estate Figtree Hill and Estate Castle Coakley Land, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 33.773 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Road Plot 4-1 (out of Plot 4) Estate Jerusalem and Estate Figtree Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.2255 U.S. acres, more or less, as more fully shown on OLG Drawing No. 5315-A, dated February 20, 2002.

Plot No. 8, Estate Limetree Bay, Reclaimed Land consisting of 0.030 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (LPG Flare)

Terminal Plot No. 9, Estate Limetree Bay, Reclaimed Land, consisting of 197.4471 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 13-A, Estate Limetree Bay, Reclaimed Land, consisting of 2.617 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Refinery / Refinery Site

Refinery Plot No. 1 over portions of **Estates Blessing and Hope**, consisting of 175.1634 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 2 over portions of **Estates Blessing, Hope, and Jerusalem**, consisting of 36.686 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 3 over portions of **Estates Jerusalem, Figtree Hill, and Castle Coakley Land**, consisting of 187.8263 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 25, Estate Clifton Hill, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.5108 U.S. acre, more or less, as more fully shown on OLG Drawing No. 1564 dated May 05, 1964.

Plot No. 214, Estate Ruby, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.1914 U.S. acre, more or less, as more fully shown on OLG Drawing No. 4413 dated June 5, 1987.

Plot No. 487-A, Estate Strawberry Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.23 U.S. acre, more or less, as more fully shown on OLG Drawing No. 2733-J dated June 7, 1973, revised September 18, 1997.

Refinery Plot No. 6, Estate Limetree Bay, Reclaimed Land, consisting of 26.7027 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 7, Estate Limetree Bay, Reclaimed Land, consisting of 19.857 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 12, Estate Limetree Bay, Reclaimed Land consisting of 5.8240 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (Flare)

Excluded Land:

Plot No. 10, Estate Limetree Bay, Reclaimed Land, consisting of 18.881 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 11, Estate Limetree Bay, Reclaimed Land, consisting of 19.8975 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Remainder of Plot No. 13, Estate Limetree Bay, Reclaimed Land, consisting of 37.956 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Property Acquired for Closing Payment:

Estate Castle Coakley, including all improvements thereupon

1. **Plot No. 29, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.840 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
2. **Plot No. 45, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.790 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
3. **Plot No. 52, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.070 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
4. **Plot No. 53, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 22.137 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
5. **Plot No. 53-C, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.734 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Caldwell, including all improvements thereupon

6. **Plot No. 5, Estate Caldwell**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 46.111 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Cottage, including all improvements thereupon

7. **Plot No. 3-A, Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 12.837 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991
8. **Plot No. 4 Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 70.000 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991

Estate Blessing, including all improvements thereupon

9. **Remainder Plot No. 4-B, Estate Blessing**, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 35.82 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-131-C018, dated June 26, 2018.

Estate Hope, including all improvements thereupon

10. **Plot No. 2-A, Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.475 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

11. **Plot No. 6-D Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 26.332 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

Option Parcels

Estate Pearl, including all improvements thereupon

1. **Remainder Matr. 38, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
2. **Remainder Matr. 51 & Matr. 43, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
3. **Parcel No. 11, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 29.132 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

Estate Cassava Garden, including all improvements thereupon

4. **Parcel No. 1, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.
5. **Remainder Matr. No. 39-A and 49, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot, including all improvements thereupon

6. **Remainder Parcel No. 1, Estate Barren Spot**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Construction License Area

Plot No. 2, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 25.3493 U.S. acres, more or less, as shown on OLG Drawing No. 3040 dated May 15, 1972.

Rem Plot No. 3, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 23.6678 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Plot No. 3-A, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.00 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Appendix B

List of Claims and Litigations

- *In re HOVENSA LLC*, No. 15-10003 (Bankr.V.I.2015).

Appendix C

NRD Settlement and Release Agreement

[See attached.]

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement" or "Settlement Agreement") is by and among Alicia V. Barnes, Commissioner of the Virgin Islands Department of Planning and Natural Resources, in her capacity as Trustee for Natural Resources of the Territory of the United States Virgin Islands ("Trustee"), and the Government of the Virgin Islands, in its *parens patriae* and public trustee capacities, on behalf of the public and its quasi-sovereign interests ("Government" or "Government of the Virgin Islands"), collectively referred to as the "Plaintiffs," and Hess Oil Virgin Islands Corp., a corporation organized and existing under the laws of the United States Virgin Islands ("HOVIC") and HOVENSA, L.L.C., a limited liability company organized and existing under the laws of the United States Virgin Islands ("HOVENSA"), collectively referred to as "Settling Defendants," all collectively referred to as "Settling Parties" and individually referred to as a "Settling Party."

WHEREAS, on May 5, 2005, the Trustee filed a complaint captioned *Commissioner of the Dep't of Planning and Natural Resources v. Century Alumina Co., et al.*, Civ. No. 2005-0062, against Settling Defendants and St. Croix Renaissance Group, L.L.P., Alcoa World Alumina Company, L.L.C., Lockheed Martin Corporation, St. Croix Alumina, L.L.C., Century Alumina Company, and Virgin Islands Alumina Company, (collectively, the "Alumina Parties") pursuant to the Virgin Islands Water Pollution Control Act, V.I. Code Ann. Tit. 12 § 181 *et seq.* ("VIWPCA"), the Virgin Islands Oil Spill Prevention and Pollution Control Act, V.I. Code Ann. Tit. 12 § 701 *et seq.* ("VIOSPPCA"), common law, and Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended ("CERCLA");

WHEREAS, on July 30, 2009, the Trustee and the Government filed an amended complaint against the same parties;

WHEREAS, through the complaint the Trustee and the Government sought injunctive relief, damages, attorneys' fees and costs, and other amounts as may be just and proper relating to pollution or contamination of waters of the Virgin Islands alleged to have resulted from the presence of petroleum, chloride, nutrients, micronutrients, hazardous wastes, solid wastes, and other pollutants generated by or associated with the Refinery Property, as defined below;

WHEREAS, in response to the complaint, HOVIC and HOVENSA brought counterclaims against the Government of the Virgin Islands and a third-party complaint against Virgin Islands Waste Management Authority ("VIWMA");

WHEREAS, all claims pursuant to CERCLA between the Trustee and HOVIC and HOVENSA concerning groundwater damages have been dismissed by rulings of the United States District Court for the Virgin Islands and all claims pursuant to CERCLA concerning marine natural resources have been withdrawn by the Trustee, leaving no CERCLA claims currently pending;

WHEREAS, the Trustee is included in this Settlement Agreement solely to effectuate formal resolution of this litigation and to make clear that there will be no appeals from prior dismissal or voluntary withdrawal of the Trustee's claims; and

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WHEREAS, this Settlement Agreement is entered into voluntarily and applies to and is binding upon the Plaintiffs and upon Settling Defendants, and their successors and assigns.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, and without admitting any liability for any purpose and intending to be legally bound, the Parties agree as follows:

1. Definitions. In addition to the definitions contained in the Preamble and Recitals in this Agreement, whenever the terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply solely for purposes of this Settlement Agreement:

A. "Day" shall mean a calendar day unless expressly stated to be a working day. The term "working day" shall mean a day other than a Saturday, Sunday, Federal holiday or Virgin Islands holiday. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, Federal holiday or Virgin Islands holiday, the period shall run until the close of business of the next working day.

B. "Effective Date" shall mean the date this Settlement Agreement is fully executed by all the parties.

C. "First Payment Date" shall mean a day within two (2) working days after the Effective Date of this Settlement Agreement.

D. "HOVENSA's Real Property, Fixtures and Equipment" shall mean (i) the Refinery Property and all fixtures affixed to the Refinery Property and equipment of any kind located thereon and (ii) any crude oil or refined petroleum products to which any Settling Defendant has title stored in above-ground storage tanks within the Refinery Property.

E. "HOVENSA Sale" shall mean the sale of all or substantially all of the equity ownership units in HOVENSA, itself, to a third party or third parties.

F. "Natural Resources" shall mean land, fish, wildlife, biota, surface water, ground water, drinking water supplies, wetlands, habitats, species, estuarine and marine environments, wildlife and marine sanctuaries, archaeological, cultural, recreational and other biotic resources, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the Virgin Islands, singly or jointly with another person or entity.

G. "Pre-Existing Contamination" shall mean discharges of any pollutant, contaminant, hazardous waste, hazardous substance, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive into soil, ground water, marine sediments and/or surface water at the Refinery Property prior to the Effective Date of this Settlement Agreement, and described in documents referenced in Exhibit A. Contamination not

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identified in any such documents is not Pre-Existing Contamination and is outside the scope of the Settlement Agreement.

H. "Refinery Property" shall mean the real property that constitutes the site of the HOVENSA oil refinery facility located at LimeTREE Bay, St. Croix, United States Virgin Islands including all upland and presently or formerly submerged land owned or leased at any time by HOVIC or HOVENSA.

I. "Refinery Sale" shall mean the sale of some or all of the Refinery Property and/or HOVENSA's Real Property, Fixtures and Equipment.

J. "Related Parties" shall mean (i) PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation (f/k/a Amerada Hess Corporation), Petroleos de Venezuela, S.A., and their shareholders, directors, officers and employees, and any other of the Settling Defendants' former or current parent corporations, former or current subsidiary corporations, joint venture partners, predecessor corporations, and members; or (ii) the Settling Defendants' successor and assigns, but only to the extent that the alleged liability of such entity or entities is based on the alleged liability of a Settling Defendant prior to the Effective Date of the Settlement Agreement.

K. "Second Payment Date" shall mean the earlier of (i) December 31, 2014 or (ii) the date of the closing of the Refinery Sale or HOVENSA Sale.

L. "Security Documents" shall mean the documents set forth at **Exhibit B** hereto.

M. "Total Settlement Value" shall mean \$43,500,000.00.

N. "UCC" shall mean the Uniform Commercial Code as in effect in the Virgin Islands, as it may be amended from time to time and codified at Title 11A of the Virgin Islands Code.

2. **Payments.** Settling Defendants shall pay or cause to be paid to the Government the Total Settlement Value. HOVENSA shall pay \$3,500,000.00 ("First Payment") on or before the First Payment Date by wiring such funds to the account provided by counsel for the Government on or before the Effective Date. HOVENSA shall pay the Government of the Virgin Islands an additional \$40,000,000.00 on the Second Payment Date upon the closing of a Refinery Sale, or if there is no Refinery Sale but a HOVENSA Sale, HOVIC, PDVSA, V.I., Inc. and HOVENSA shall cause the payment of \$40,000,000.00 to the Government on the Second Payment Date. The payment of \$40,000,000.00 is referred to as the "Second Payment" herein. No proceeds from the Refinery Sale and/or HOVENSA Sale shall be paid to Hess Corporation or Petroleos de Venezuela, S.A. prior to the Second Payment being made to the Government. Upon receipt of the wire-transfer(s) of the \$40,000,000.00 to the Government of the Virgin Islands to

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the account (or accounts) that were provided by counsel for the Government on or before the Effective Date, the Government shall release the first priority lien described in Paragraph 3 herein.

3. HOVENSA shall secure all of its obligations hereunder by granting to the Government of the Virgin Islands, on the Effective Date, as defined above, first priority liens on HOVENSA's Real Property, Fixtures, and Equipment located in St. Croix in the amount of \$40,000,000. HOVENSA shall take all actions, and execute all documents necessary, to grant and perfect the first priority liens described herein. A copy of the Security Documents, which include a first priority mortgage, security agreement, and UCC financing statement, are attached hereto as Exhibit B. In providing these first priority liens and entering into this Settlement Agreement, HOVENSA hereby certifies that the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are owned by HOVENSA free and clear and that there are no encumbrances of any kind on its property of any kind, including but not limited to charges, claims, judgments, deeds of trust, community property interests, pledges, conditions, equitable interests, liens (statutory or other), options, security interests, mortgages, easements, encroachments, rights of way, rights of first refusal, or restrictions of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership except those held by the Government, the Virgin Islands Waste Management Authority, or Virgin Islands Port Authority.

4. If the Total Settlement Value has not been received by the Government on or before December 31, 2014, the Governor of the Virgin Islands shall have the option, in the Governor's discretion, to either (i) reduce the Second Payment to the amount of the gross proceeds from the Refinery Sale or HOVENSA Sale or (ii) enforce all remedies and exercise all rights available to it under the Security Documents and applicable law, including without limitation the right to foreclose on any or all of the Refinery Property and/or HOVENSA's Real Property, Fixtures and Equipment.

5. **Plaintiffs' Release.** In consideration for the First Payment, Second Payment, and lien described in Paragraph 3, Plaintiffs hereby release HOVENSA, HOVIC, and Related Parties from all claims asserted in and relief, including attorneys' fees and litigation costs, ever sought by Plaintiffs in *Commissioner of the Dep't of Planning and Natural Resources, et al. v. Century Alumina Co., et al.*, Civ. No. 2005-0062 (D.V.I.) ("Civ. No. 2005-0062") with respect to all Pre-Existing Contamination and harm or damage to or loss of natural resources, or limitations on the use or availability of ground water caused by Pre-Existing Contamination resulting from spills, discharges or releases of Contaminants at the Refinery Property prior to the Effective Date.

6. **Plaintiffs' Covenant Not to Sue.** In consideration of the First Payment, Second Payment, and lien described in Paragraph 3, except as specifically provided in Paragraphs 7 and 9, Plaintiffs covenant not to sue or to take other civil or administrative action under Virgin Islands law, common law, or federal law against the Settling Defendants and their Related Parties for response costs, damages, natural resource damages, and/or injunctive relief due to Pre-Existing Contamination. The Plaintiffs' covenants not to sue are conditioned upon the

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satisfactory performance by Settling Defendants of their obligations under this Settlement Agreement.

7. **Reservation of Rights by Plaintiffs.** Notwithstanding any other provision of this Agreement, Plaintiffs reserve, and this Agreement is without prejudice to, all rights against Settling Defendants, their successors, their assigns, future owner(s) and operator(s) of the Refinery Property after the Effective Date, and subsequent owner(s) of HOVENSA with respect to:

- (a) Breach by Settling Defendants of the Settlement Agreement;
- (b) Liability based on a Settling Defendant's transportation, treatment, storage, or active disposal, or the arrangement for the transportation, treatment, storage, or active disposal of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at a location within the USVI other than the Refinery Property, with the exception of placement of dredge spoil in SWMU 27, Lagoon No. 1 Dredge Spoil Area, in compliance with and as identified in RCRA Part B Operating Permit HOVENSA L.L.C.-EPA I.D. # VID980536080, which Lagoon is located on property now or formerly owned by St. Croix Renaissance Group;
- (c) criminal liability that is unrelated to the matters being released by Plaintiffs under this Settlement Agreement;
- (d) liability for violations of federal or territorial laws, regulations, agreements, orders, consent decrees, licenses, and permits that occur after the Effective Date;
- (e) liability arising from future spills, releases or discharges of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date;
- (f) liability arising from off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date and
- (g) liability arising from releases or discharges of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances not within the definition of Pre-Existing Contamination.

The reservation of rights contained in Paragraph 7(f) as to off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any

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petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date does not apply to HOVIC.

8. **Releases and Covenant Not to Sue Plaintiffs by Settling Defendants.** Settling Defendants and their Related Entities covenant not to sue and agree not to assert any claims or causes of action against the Government, the Trustee, the Commissioner, any other agency or instrumentality of the Government, the Virgin Islands Waste Management Authority, the Virgin Islands Port Authority, and any of their directors, officials, officers, and employees with respect to the matters addressed in this Settlement Agreement, including but not limited to any direct or indirect claim regarding Pre-Existing Contamination and/or seeking reimbursement of the costs of complying with this Settlement Agreement. The Settling Defendants and their Related Entities release and forever discharge the Plaintiffs and their directors, officials, officers, and employees from all counterclaims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062. The Settling Defendants release and forever discharge the Virgin Islands Waste Management Authority and its directors, officials, officers, and employees from all third-party claims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062.

9. **Compliance with Laws.** This Settlement Agreement will not in any way affect obligations of HOVENSA and its successors and assigns and any future owner or operator of the refinery operations and/or Refinery Property after the Effective Date of this Agreement to comply with all federal and territorial laws, regulations, agreements, orders, consent decrees, licenses and permits, including but not limited to HOVENSA's ongoing and future obligations pursuant to the federal Resource Conservation and Recovery Act, Virgin Islands Coastal Zone Management Act, Virgin Islands Oil Spill Prevention and Pollution Control Act, federal Clean Water Act, Virgin Islands Water Pollution Control Act, Virgin Islands Water Resources Conservation Act, federal Clean Air Act, Virgin Islands Air Pollution Control Act and the reporting requirements of the Comprehensive Environmental Response, Compensation, and Liability Act. This Settlement Agreement shall not in any way limit or expand the Government of the Virgin Islands' authority with respect to regulating water appropriations by HOVENSA or in any way constitute a waiver of HOVENSA's rights under the Concession Agreement with respect to such authority.

10. **Certification Regarding Pre-Existing Contamination.** By signing this Settlement Agreement, each Settling Defendant certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the Government of the Virgin Islands prior to the Effective Date all information known to it and all information in its possession or control which discloses or discusses Pre-Existing Contamination or any past or potential future release of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at or from the Refinery Property. The Parties agree that the full extent and nature of the Pre-Existing Contamination will be based upon data and analysis concerning ground water, surface water or soil contamination contained in documents identified in Exhibit A hereto that describe or contain data concerning contamination at or migrating from the Refinery Property as contaminated ground water or as contaminated surface water, or directly to the marine environment.

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11. **Payments and Liens.** The payments and liens referenced in Paragraphs 2 to 4 above shall be in addition to any payment(s) made or due to the Government pursuant to the Fourth Amendment Agreement, which was ratified by the Legislature of the Virgin Islands (Act 30-0273) on November 4, 2013.

12. **Effect on Third-Parties:Reservation of Defenses.** Except as expressly provided herein, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement with the exception of the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Refinery Property against any person not a Party hereto except the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement.

13. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands.

14. **Notices and Submissions** Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing in accordance with this Paragraph 14. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile, or if mailed, two days after the date of mailing, as follows:

For Virgin Islands:

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Territory of the United States Virgin Islands
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Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00802
Tel: 340-774-5666
Fax: 340-774-9710

Alicia Barnes, Commissioner and Trustee, or Successor
U.S. Virgin Islands Department of Planning & Natural Resources
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For Settling Defendants:

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Sloan Schoyer, General Manager
HOVENSA, L.L.C.
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Hess Oil Virgin Islands Corp
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Christiansted, U.S. Virgin Islands 00820-5652

15. **No Admission.** By entering into this Settlement Agreement, the Settling Defendants and Related Parties do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in Civ. No. 2005-0062, nor is their entering into this Settlement Agreement an admission of violation of any law, rule, or regulation, nor shall any statement contained herein be construed to be an admission by the Settling Defendants or Related Parties.

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16. **Further Assurances.** HOVENSA and HOVIC shall take actions as are necessary or as the Government or Trustee may reasonably request from time to time to ensure that the Security Documents are properly executed and enforceable, and the liens granted thereby in the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are perfected in a manner satisfactory to the Government or Trustee, in each case including the execution and delivery of security agreements, financing statements and other documents, the filing or recording of any of the foregoing as requested by the Government and/or the Trustee from time to time. In addition, HOVIC and HOVENSA shall provide all information reasonably requested by the Government related to the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment.

17. **Modifications.** Modifications to this Settlement Agreement may only be made in writing, signed by the Plaintiffs and Settling Defendants

18. **Authorization to Sign.** Each undersigned representative of a Party certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such Party to this document.

19. **Binding and Enforceable.** This Agreement has been duly executed and delivered on behalf of the Party by the appropriate officers of the Party, and constitutes the legal, valid, and binding obligation of the Party, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, and other similar laws applicable to creditors' rights generally.

20. **Stipulation of Dismissal.** Within seven (7) days of the Effective Date the Settling Parties shall submit a stipulation to the District Court of the Virgin Islands, Division of St. Croix dismissing from Case No. 2005-0062 all claims, counterclaims, and third-party claims against each other and the Virgin Islands Waste Management Authority. Dismissal of the action shall be "with prejudice" as of the date of the receipt by the Government of (i) both the First Payment and Second Payment or (ii) the First Payment and the proceeds of the Second Payment realized pursuant to the enforcement of the first priority liens on HOVENSA's Real Property, Fixtures, and Equipment.

21. **Dispute Resolution.** To the extent a dispute arises between the Settling Parties concerning compliance with or interpretation of the terms of this Settlement Agreement, the Settling Party believing that there has been a breach of this Agreement (the "Disputing Party") may notify the other party in writing that the Disputing Party believes a dispute exists as to whether another Settling Party is complying with this Agreement. Once such written notification is provided, the Settling Parties shall engage in informal negotiations for a period of seven (7) calendar days. If the Settling Parties are unable to resolve the dispute informally, the Disputing Party shall notify the other party within five (5) calendar days whether it intends to submit the dispute to arbitration. Once such notice is served, the Disputing Party may submit the dispute to (a) Judge Edward N. Cahn (ret.) or (b) any other mutually agreeable arbitrator (in either case, the "Arbitrator"). The Arbitrator shall attempt to evaluate the dispute in as cost-effective and

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prompt a manner as possible. The decision of the Arbitrator shall be binding on the Settling Parties. All costs of dispute resolution (e.g., Arbitrator fees and costs) shall be split equally between Plaintiffs and Settling Defendants, except that the Plaintiffs and Settling Defendants shall bear their own attorneys' fees and costs.

22. **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, negotiations or understandings, both written and oral, which may have related to the subject matter hereof in any way.

23. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect.

24. **Descriptive Headings.** The descriptive headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

25. **Drafting Interpretations.** This Agreement was negotiated by the Settling Parties at arm's length and each of the Settling Parties has had the opportunity to consult with independent legal counsel before signing this Agreement. Therefore, no Settling Party shall maintain that the language of this Agreement should be construed against any other Settling Party.

26. **Counterparts; Facsimile and Scanned Signatures.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and scanned counterpart signatures to this Agreement shall be acceptable and binding.

27. **No Use As Evidence.** This Agreement is the result of a compromise among the Settling Parties and shall never be considered at any time or for any purpose as an admission of liability and/or responsibility on the part of any Party herein released. The payment of any sum of money in consideration for the execution of this Agreement or the absence of any payment shall not constitute, nor be construed as, an admission of any liability whatsoever by any Settling Party herein released. This Agreement shall not be admissible as evidence in any proceeding other than in an action brought by a Settling Party to enforce this Agreement.

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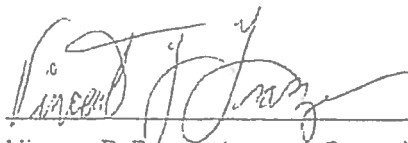
28. **Stipulation and Protective Order**. The Parties agree to comply with Paragraph 18 of the Stipulation and Protective Order Regarding Disclosure of Confidential Information, Dkt. Nos. 799 and 799-1 (September 19, 2011), and Order issued by the District Court of the Virgin Islands, Dkt No. 801 (September 20, 2011). A copy of the Stipulation is attached hereto as Exhibit C.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

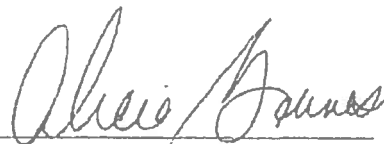
Government of the United States Virgin Islands

By: 

Date: May 28, 2014

Vincent F. Frazer, Attorney General
Territory of the United States Virgin Islands
488-50C Kronprindsens Gade, GERS Complex
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00802

Alicia Barnes, in her capacity as Trustee for
Natural Resources of the United States Virgin Islands

By: 

Date: 5/29/2014

Alicia Barnes, Trustee
U.S. Virgin Islands Department of Planning & Natural Resources
5 Mars Hill
Frederiksted, VI 00840-4474

EXECUTION COPY

Hess Oil Virgin Islands Corp.

By: 

Date: 5-28-14

Brian Lever, President
Hess Oil Virgin Islands Corp.
1501 McKinney St.
Houston, TX 77010

HOVENSA, L.L.C.

By: _____

Date: _____

Sloan Schoyer, General Manager
HOVENSA, L.L.C.
1 Estate Hope
Christiansted, U.S. Virgin Islands 00820-5652

EXECUTION COPY

Hess Oil Virgin Islands Corp.

By: _____

Brian Lever, President
Hess Oil Virgin Islands Corp.
1501 McKinney St
Houston, TX 77010

Date: _____

HOVENSA, L.L.C.

By:  _____

Sloan Schoyer, General Manager
HOVENSA, L.L.C.
1 Estate Hope
Christiansted, U.S. Virgin Islands 00820-5652

Date: 5/28/14

EXHIBIT A

EXHIBIT 6

No	Date	Author	Description	Begin Date	End Date	Category
43	1/19/2002	ES&T	Delineation and Evaluation of Human Health Risk Based Remedial Action Areas (RAAs) for AOC 2	HQV-HR0047570	HQV-HR0047575	AOC Reports
44	1/19/2002	ES&T	Delineation and Evaluation of Human Health Risk Based Remedial Action Areas (RAAs) for AOC 2	HQV-HR0047570	HQV-HR0047573	AOC Reports
45	12/24/2001	ES&T	HOVENSA RCM and CMS Status Report: AOC 3, prepared for the USEPA	HQV-HR00159150	HQV-HR00159730	AOC Reports
46	9/20/2001	ES&T	Ecological Risk Assessment for AOCs 1, 2 and 3 at the HOVENSA Refinery	HQV-HR00119357	HQV-HR00335515	AOC Reports
47	8/28/2001	ES&T	HOVENSA RCM and CMS Status Report: AOC 3, prepared for the USEPA	HQV-HR00159511	HQV-HR00159585	AOC Reports
48	6/10/2001	ES&T	HOVENSA RCM and CMS Status Report: AOC 3, prepared for the USEPA	HQV-HR00159561	HQV-HR00159745	AOC Reports
49	9/10/2001	ES&T	HOVENSA RCM and CMS Status Report: AOC 3, prepared for the USEPA	HQV-HR00159746	HQV-HR00159795	AOC Reports
50	12/31/2001	ES&T	HOVENSA RCM and CMS Status Report: AOC 3, prepared for the USEPA	HQV-HR00159798	HQV-HR00159848	AOC Reports
51	3/31/2004	ES&T	HOVENSA RCM and CMS Status Report: AOC 3, prepared for the USEPA	HQV-HR00159849	HQV-HR00159917	AOC Reports
52	5/14/2004	ES&T	Ecological Risk Assessment for AOCs 1, 2 and 3 at the HOVENSA Refinery, Final Report	HQV-HR00159960	HQV-HR00351271	AOC Reports
53	6/10/2004	ES&T	HOVENSA RCM and CMS Status Report: AOC 3, prepared for the USEPA	HQV-HR00159967	HQV-HR00159968	AOC Reports
54	12/30/2004	ES&T	Final CMS Report for AOCs 1, 2, and 3	HQV-HR00159968	HQV-HR00159958	AOC Reports
55	12/31/2005	ES&T	Final CMS Report for AOCs 1, 2 and 3	HQV-HR00231116	HQV-HR00231320	AOC Reports
56	9/11/2006	ES&T	Response to USEPA Comments re: HOVENSA 17 Final CMS Report for AOCs 1, 2, and 3	HQV-HR00151358	HQV-HR00152095	AOC Reports
57	9/12/2006	ES&T	Site-Wide Human Health Risk Assessment Status Update and Certification, prepared for HOVENSA	HQV-HR00022881	HQV-HR00022826	AOC Reports
58	12/12/2006	ES&T	Revised CMI Workplan for AOCs 1, 2, and 3	HQV-HR0015787	HQV-HR00167927	AOC Reports
59	9/18/2007	ES&T	CMI Workplan for AOCs 1, 2 and 3	HQV-HR00450622	HQV-HR00450755	AOC Reports
60	11/21/2007	ES&T	CMI Workplan for AOCs 1, 2 and 3	HQV-HR00366744	HQV-HR00366985	AOC Reports
61	7/15/2008	ES&T	CMI Workplan for AOCs 1, 2 and 3	HQV-HR00366577	HQV-HR00366745	AOC Reports
62	9/12/2009	ES&T	Site-Wide Human Health Risk Assessment Status Update and Certification	HQV-HR00158011	HQV-HR00158018	AOC Reports
63	7/21/2009	ES&T	CMI Workplan for AOCs 1, 2 and 3	HQV-HR00365215	HQV-HR00365283	AOC Reports

EXHIBIT 3

App	Date	Author	Description	Begin Date	End Date	Category
93	8/25/1997	Gene W. Schmidt	Letter to Steve Freeman, Amerasia Mess, re attached GC results for sample points 615, 616, 617, and 618	HOVIC-NRD0262051	HOVIC-NRD0262064	Gene Schmidt Documents
92	10/29/1997	Gene W. Schmidt	Fingerprint Analysis for 34021125 and Firelighting Training Area Hydrocarbon Samples	HOVIC-NRD0261465	HOVIC-NRD0261467	Gene Schmidt Documents
91	1/6/1998	Gene W. Schmidt	Letter to Steve Freeman, Amerasia Mess, re hydrocarbon fingerprinting analysis HOVIC with attached GCs	HOVIC-NRD0491221	HOVIC-NRD0491258	Gene Schmidt Documents
94	5/4/1998	Gene W. Schmidt	Letter to Steve Freeman, Amerasia Mess, re hydrocarbon fingerprinting analysis HOVIC	HOVIC-NRD248461	HOVIC-NRD2484617	Gene Schmidt Documents
95	5/27/1998	Gene W. Schmidt	Letter to Steve Freeman, Amerasia Mess, re hydrocarbon fingerprinting analysis HOVIC with attached GCs	HOVIC-NRD0491187	HOVIC-NRD0491223	Gene Schmidt Documents
96	8/6/1998	Gene W. Schmidt	Fax to Dan Grable HOVIC re Wells 253, 254, RW16, RW17, 71, and 430 and Tanks 7425, 7423, and 7422 with attached GCs	HOVIC-NRD0491155	HOVIC-NRD0491185	Gene Schmidt Documents
97	8/26/1998	Gene W. Schmidt	Letter to Dan Grable HOVIC re liquid hydrocarbon samples collected in June 1998	HOVIC-NRD0273461	HOVIC-NRD0273468	Gene Schmidt Documents
98	6/26/1998	Gene W. Schmidt	Letter to Dan Grable HOVIC re liquid hydrocarbon samples collected in June 1998 with attached GCs	HOVIC-NRD0491067	HOVIC-NRD0491151	Gene Schmidt Documents
99	7/10/1998	Gene W. Schmidt	Fax to Steve Freeman, Amerasia Mess, re HOVIC well fingerprinting	HOVIC-NRD0260470	HOVIC-NRD0260475	Gene Schmidt Documents
100	7/27/1998	Gene W. Schmidt	Fax to Dan Grable HOVIC re Well 541 Estate Pipeline with attached GCs	HOVIC-NRD0491050	HOVIC-NRD0491055	Gene Schmidt Documents
101	8/11/1998	Gene W. Schmidt	Letter to Dan Grable HOVIC re 43 GI Electrical Manhole Sample with attached GCs	HOVIC-NRD0491035	HOVIC-NRD0491045	Gene Schmidt Documents
102	8/15/1998	Gene W. Schmidt	Fax to Dan Grable HOVIC re West Dixon Pool Hydrocarbon Sample with attached GC results	HOVIC-NRD0318801	HOVIC-NRD0318814	Gene Schmidt Documents
103						
104	11/20/1998	Gene W. Schmidt	Letter to Dan Grable, HOVIC re Wells 450, C1244, 105, 135, 430, and 534 with attached GCs	HOVIC-NRD0490952	HOVIC-NRD0490972	Gene Schmidt Documents
105	2/3/1999	Gene W. Schmidt	Letter to Dan Grable, HOVIC re Wells 254, 452, 504, RW18, 450, 453, 71, 428, 514, and 558 with attached GCs	HOVIC-NRD0490821	HOVIC-NRD0490851	Gene Schmidt Documents
106	2/11/1999	Gene W. Schmidt	Letter to Dan Grable HOVIC re VERA Shid Gas Chromatograms	HOVIC-NRD0215598	HOVIC-NRD0215711	Gene Schmidt Documents
107	8/25/1999	Gene W. Schmidt	Fax to Carey Cunningham, HOVIC re Estate Pipeline with attached GC results	HOVIC-NRD0448176	HOVIC-NRD0448401	Gene Schmidt Documents
108	1/15/2000	Gene W. Schmidt	Letter to Kathleen Ancone, HOVIC re, with attached GC results for wells 276, 465, 466, 472, 543, 544, and 45F3A	HOVIC-NRD0430531	HOVIC-NRD0430554	Gene Schmidt Documents
109	10/15/2000	Gene W. Schmidt	Letter to Kathleen Ancone, HOVIC re, with attached GC results for wells 1641, 1542, 206, and RW2	HOVIC-NRD0260450	HOVIC-NRD0260466	Gene Schmidt Documents

EXHIBIT A

No.	Date	Author	Description	Begin Date	End Date	Category
110	3/6/2001	Gene W. Schmidt	Letter to Donald Burk HOVENSA re Wells 627 and 629 and Tank 7512 with attached GCs	GW5-VI-0003218	GW5-VI-0003242	Gene Schmidt Documents
111	5/8/2001	Gene W. Schmidt	Fax to Donald Burk HOVENSA re Wells 140, 442, 556, 513, and 564 with attached GCs	GW5-VI-0003585	GW5-VI-0003597	Gene Schmidt Documents
112	8/14/2002	Gene W. Schmidt	Letter to Steve Freeman Amerigas Mess. re Wells LW-31 and WV-37 with attached GCs	GW5-VI-0003105	GW5-VI-0003127	Gene Schmidt Documents
113	2/7/2003	Gene W. Schmidt	Fax to David Watterson HOVENSA re Wells 68A, 69, and 154 with attached GCs	GW5-VI-0003073	GW5-VI-0003094	Gene Schmidt Documents
114	1/31/2004	Gene W. Schmidt	Letter to David Watterson HOVENSA with attached GC results for Well WV-27 area	HOV-NR0034908	HOV-NR0034909	Gene Schmidt Documents
115	4/10/2004	Gene W. Schmidt	Fax to David Watterson ES&T re GC results for WMD-27 area	HOV-NR0034804	HOV-NR0034805	Gene Schmidt Documents
116	6/29/2004	Gene W. Schmidt	Fax to David Watterson HOVENSA re Wells 68A, 69, and 154 with attached GCs	GW5-VI-0003090	GW5-VI-0003097	Gene Schmidt Documents
117	10/13/2004	Gene W. Schmidt	Fax to David Watterson HOVENSA re Wells 71, 151B, and 423 with attached GCs	GW5-VI-0003078	GW5-VI-0003096	Gene Schmidt Documents
118	6/21/2005	Gene W. Schmidt	Fax to David Watterson HOVENSA re Well 625 and Release 7083 with attached GCs	HOV-NR0034516	HOV-NR0034517	Gene Schmidt Documents
119	11/30/2005	Gene W. Schmidt	Fax to David Watterson HOVENSA re Well 224	GW5-VI-0003073	GW5-VI-0003074	Gene Schmidt Documents
120	4/6/2006	Gene W. Schmidt	Fax to David Watterson HOVENSA re HOVENSA 18-007	GW5-VI-0003694	GW5-VI-0003791	Gene Schmidt Documents
121	3/21/2007	Gene W. Schmidt	Fax to Steve Freeman Mess. re 11 Crow Aluminum Fingerprinting with attached GCs	HOV-NR0035400	HOV-NR0035405	Gene Schmidt Documents
122	12/27/2007	Gene W. Schmidt	Fax to David Watterson HOVENSA with attached GC results for Well WV-102	HOV-NR0034968	HOV-NR0034976	Gene Schmidt Documents
123	4/23/2008	Gene W. Schmidt	Fax to David Watterson HOVENSA re Well 224 with attached GCs	HOV-NR0034967	HOV-NR0034969	Gene Schmidt Documents
124	7/14/2008	Gene W. Schmidt	Letter to David Watterson HOVENSA with attached GC results for Well 223 and Tank 7413	HOV-NR0034927	HOV-NR0034934	Gene Schmidt Documents
125						
126	7/11/2009	Gene W. Schmidt	Letter to David Watterson HOVENSA with attached GC results for Wells 409, 540, and 552	HOV-NR0039874	HOV-NR0039875	Gene Schmidt Documents
127	8/26/1998	Arthur D. Little	Baseline Evaluation re HGVIC	HOVIC-NR0011517	HOVIC-NR00115140	Other
128						
129	11/9/1983	HOVIC	SPEC Plan	HOVIC-NR0010919	HOVIC-NR0010924	Other Reports
130	11/7/1985	HOVIC	SPEC Plan	HOVIC-NR0010895	HOVIC-NR0010895	Other Reports
131						
132						
133	11/1/1988	Engineering Science	A Summary Report re the Surface Hydrocarbon Recovery Program	SS104956	SS105140	Other Reports
134	16/1/1988	HOVIC	SPEC Plan	HOVIC-NR0010927	HOVIC-NR0010929	Other Reports

EXHIBIT A

ANNEX D

No	Date	Author	Description	Begin Dates	End Dates	Category
194	11/20/1992	EMS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigation and Corrective Measures Study Status Report: 9/3/92-10/1/92	HOVIC-NRD0109152	HOVIC-NRD0109193	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
196	11/20/1992	EMS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigation and Corrective Measures Study Status Report: 11/20/1992	HOVIC-NRD0106793	HOVIC-NRD0106811	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
197	4/26/1993	The McGraw-Hill Group, Inc.	Comprehensive Final Report	HOVIC-NRD0116687	HOVIC-NRD0117115	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
198	3/30/1993	HOVIC	Revised RCRA Facility Investigation Report	HOVIC-NRD0114935	HOVIC-NRD0115377	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
199	3/19/1994	HOVIC	HOVIC Site Visit to Geology and Leachate Collection Report	HOVIC-NRD0120544	HOVIC-NRD0120649	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
200	4/29/1994	EMS Environmental, Inc.	DRAFT Bi-monthly Progress Report, RCRA Facility Investigation and Corrective Measures Study Status Report	HOVIC-NRD0122673	HOVIC-NRD0122701	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
201	5/3/1994	EMS Environmental, Inc.	Bi-monthly Progress Report, RCRA Facility Investigation	HOVIC-NRD0229313	HOVIC-NRD0249154	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
202	12/30/1994	HOVIC	Comprehensive Final ARI Report	HOVIC-NRD026933	HOVIC-NRD0266445	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
203	3/2/1995	ES&T	Water Flow and Dissolved Phase Hydrocarbon Modeling at the HOVIC Refinery, St. Croix	HOVIC-NRD013515	HOVIC-NRD0134192	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
204	6/1/1995	ES&T	HOVIC Water Flow and Free Phase Hydrocarbon Analysis in the Vicinity of Lagoon East and Landfarm II	HOVIC-NRD0138230	HOVIC-NRD0138744	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
205	8/12/1995	HOVIC	ARI Workplan	HOVIC-NRD0318013	HOVIC-NRD0319661	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
206	8/11/1995	Crew Resource, HOVIC	Letter to Andrew Belina, EPA, re: Response to EPA's June 23, 1995 Review Letter 12/30/94 Comprehensive Final RCRA Facility Investigation (RI) Report	HOVIC-NRD0121450	HOVIC-NRD0121490	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

Exhibit A

File	Date	Author	Description	Begin Dates	End Dates	Category
207	5/27/1995	Andrew Belong, EPA	Letter to Drew Fillingame, HOVIC, re: Landfill 1 - Arsenic Outside Source Demonstration Report, SWMU #16, Bundle Warm Area RFI Workplan for Groundwater Investigation	HOVIC-NR00117962	HOVIC-NR00117964	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
208	7/13/1995	Drew Fillingame, HOVIC	Letter to Andrew Belong, EPA, re: Response to EPA's September 27, 1995 Review Letter: Landfill 1 - Arsenic Outside Source Demonstration Report, SWMU #16, Bundle Warm Area - RFI Workplan for Groundwater	HOVIC-NR00117967	HOVIC-NR00117969	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
209	8/17/1995	HOVIC	RCRA Facility Investigation (RFI) Workplan for Solid Waste Management Unit No. 22 (SWMU 22)	HOVIC-NR00122875	HOVIC-NR00122877	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
210	8/22/1995		Bi-monthly Progress Report, RCRA Facility Investigations, HOVIC - RCRA Facility Investigation (RFI) Workplan for Solid Waste Management Unit No. 22 (SWMU 22) - 8/22/95	HOVIC-NR00122878	HOVIC-NR00122880	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
211	8/29/1996	HOVIC	Letter to Drew Fillingame, HOVIC, re: EPA comments on RFI Status Report for SWMUs 22, 16, 21, and 22 and RFI Workplan for SWMU 22	HOVIC-NR00123370	HOVIC-NR00123374	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
212	9/15/1995	Andrew Belong, EPA	Letter to Drew Fillingame, HOVIC, re: EPA comments on RFI Status Report for SWMUs 22, 16, 21, and 22 and RFI Workplan for SWMU 22	HOVIC-NR00123371	HOVIC-NR00123372	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
213	9/4/1995	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations	HOVIC-NR00123374	HOVIC-NR00123375	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
214	6/17/1996	HOVIC	Letter enclosing wastewater reduction Workplan for Landfill 1 and 2	HOVIC-NR00123376	HOVIC-NR00123378	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
215	8/7/1996	HOVIC	Bi-monthly Progress Report, RCRA Facility Investigations	HOVIC-NR00123379	HOVIC-NR00123381	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
216	10/24/1996	Philadelphia Office, EPA	Letter to Lawrence C. Persaud, HOVIC, re: RFI Bi-monthly reports for April-July 1996 and Proposed RFI Corrective Measures for SWMUs 1, 16, and 21	HOVIC-NR00123386	HOVIC-NR00123388	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
217	10/24/1996	HOVIC	Addendum to the August 30, 1996 interim Status Groundwater Quality Assessment Report: Surface Impediments 1 & 2 (Lagoon West)	HOVIC-NR00123387	HOVIC-NR00123389	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
218	11/13/1996	ES&T	Preliminary Analysis of Recovery Trenches in the Lagoon West Area - Final Report	HOVIC-NR00123390	HOVIC-NR00123391	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

EXHIBIT A

Ref	Date	Author	Description	Reg's Dates	End Dates	Category
219	12/25/1996	ES&I	Final Report: Water Flow and Free Phase Hydrocarbon Analysis in the West Refinery Area	HQV-NR01451765	HQV-NR01451923	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
220	11/9/1996	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1996-11/1996	HQV-CO01162	HQV-KC012102	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
221	11/11/1997	HQV/C	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 10 - Bunkie Wash Area and SWMU 21 - Flare No. 3 Low Point Drain Area January 7, 1997	HQV/C-NR01451983	HQV/C-NR01452378	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
222	11/11/1997	HQV/C	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report for SWMU 16 - Bunkie Wash Area and SWMU 21 - Flare No. 3 Low Point Drain Area	HQV/C-NR01454403	HQV/C-NR01456959	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
223	12/14/1997	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1996-12/1997	HQV/C-DO01011704	HQV/C-DO01021751	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
224	12/28/1997	Environmental Systems & Technologies, Inc. (ESTI)	Final Report: Water Flow and Free Phase Hydrocarbon Analysis in the East Refinery Area	HQV/C-NR01451406	HQV/C-NR01451498	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
225	3/14/1997	HQV/C	Hess Oil Virgin Island Corporation (HOVIC) SWMU 22 RCRA Facility Investigation Final Report	HQV/C-NR01452431	HQV/C-NR01452467	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
226	4/14/1997	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 2/1997-3/1997	HQV/C-DO01010303	HQV/C-DO01020418	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
227	6/30/1997	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 04/1997-6/30/1997	HQV/C-DO01010352	HQV/C-DO01021501	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
228	8/13/1997	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 06/1997-07/1997	HQV/C-DO01010362	HQV/C-DO01021761	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports

EXHIBIT A

No.	Date	Author	Description	Begin Date	End Date	Comments
229	10/15/1997	HQV/C	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 26 Fire Fighting Training Area And Associated Water Underflow Sump (October 15, 1997)	HQV/C-HPO0102307	HQV/C-HPO0102398	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
230	10/15/1997		Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 26 Fire Fighting Training Area And Associated Water Underflow Sump (October 15, 1997)	HQV/C-HPO0102307	HQV/C-HPO0102398	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
231	10/17/1997	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report July 1997-09/1997	HQV/C3001050011702	HQV/C300105001157	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
232	12/31/1997	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report 10/1997-11/1997	HQV/C3001050011702	HQV/C300105001157	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
233	12/22/1997	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report 12/1997-1/1998	HQV/C3001050011702	HQV/C300105001157	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
234	10/14/1998	HQV/C	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 24 Lagoon No. 4 Area North Drainage Ditch April 14, 1998	HQV/C-HPO0103467	HQV/C-HPO0103468	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
235	6/14/1998	HQV/C	Hess Oil Virgin Island Corp (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 25 Construction Debris Area April 14, 1998 (06/14/1998)	HQV/C-HPO0103467	HQV/C-HPO0103468	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
236	4/14/1998	HQV/C	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 24 Lagoon No. 1 Area North Drainage Ditch	HQV/C-NR00103291	HQV/C-NR00103293	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
237	4/24/1998	HQV/C	Hess Oil Virgin Island Corp. (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 24 Lagoon No. 3 Area North Drainage Ditch April 24, 1998	HQV/C-NR00103294	HQV/C-NR00103295	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
238	4/30/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report RCRA Facility Investigations and Corrective Measures Study Status Report, 02/1998-03/1998	HQV/C3001050011702	HQV/C300105001157	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
239	5/25/1998	Foster Wheeler Environmental Corp.	Draft Final RI Report for SWMU 27 (Dredge Spoil Area)	HQV/C304b/6/004445	HQV/C304b/6/004455	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
240	6/30/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 6/1998-5/1998	HQV/C304b/6/002565	HQV/C304b/6/002804	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
241	6/2/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 6/1998-7/1998	HQV/C304b/6/002855	HQV/C304b/6/002950	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
242	10/5/1998	HOU-L	Final RCRA Facility Assessment Report and Draft FWS and CM Workplan	HQV/C00000107	HQV/C00000145	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
243	10/5/1998	Foster Wheeler Environmental Corp.	HQV/C304b RCRA Facility Investigation Report and Draft Corrective Measures Study (CMS) and Corrective Measures Implementation (CM) Workplan for SWMU 27 (Dredge Spoil Area)	HQV/C304b/6/003265	HQV/C304b/6/003401	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
244	10/20/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 8/1998-9/1998	HQV/C304b/6/003295	HQV/C304b/6/003414	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
245	11/16/1998	EPA	Letter to HENSA, Petaluma: HQV/C304b, re: Draft Final RI Report for SWMU 24, 25, and 26	HQV/C304b/6/003295	HQV/C304b/6/003295	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
246	12/15/1998	EPA	Letter to HENSA: Revised Site Wide Conceptual Model Design Report, HQV/C304b Site Wide Groundwater Phase Separated Hydrocarbon (PSH) Dissolved Phase Hydrocarbon (DPH) Model	HQV/C304b/6/003295	HQV/C304b/6/003295	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
247	11/11/1998	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 10/1998-11/1998	HQV/C304b/6/003305	HQV/C304b/6/003361	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
248	1/16/1999	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 12/1998-01/1999	HQV/C304b/6/003371	HQV/C304b/6/003400	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
249	3/22/1999	HENSA	Letter including Revised CM Workplan for SWMU 29	HQV/C304b/6/003344	HQV/C304b/6/003344	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
250	4/30/1999	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report: 02/1999-03/1999	HQV/C304b/6/003335	HQV/C304b/6/003355	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
251	8/1/1999	Foster Wheeler Environmental Corp.	Site/soil Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 6/1999-7/1999	HQV-NR00130167	HQV-NR00130168	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
252	10/19/1999	Foster Wheeler Environmental Corp.	Site/soil Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1999-9/1999	HQV-NR00463841	HQV-NR00463958	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
253	11/23/1999	Foster Wheeler Environmental Corp.	Site/soil Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1999-11/1999	HQV-NR00463841	HQV-NR00463843	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
254	2/26/2000	IT Environmental Corp.	Site/soil Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1999-3/2000	HQV-NR00430196101564	HQV-NR00430196002081	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
255	3/21/2000	USBR	RCRA Facility Investigations and Corrective Measures Study Status Report: Final Report	HQV-NR00143066	HQV-NR00143109	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
256	4/11/2000	HQV-FHSA	Final Corrective Measures Study (CMS) Report: SWMU 1 Construction Landfill No. 3	HQV-NR00171324	HQV-NR00171612	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
257	5/28/2000	IT Environmental Corp.	Site/soil Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 3/2000-4/2000	HQV-NR004301961001006	HQV-NR00430196002117	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
258	6/30/2000	IT Environmental Corp.	Site/soil Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2000-5/2000	HQV-NR00430196101139	HQV-NR00430196002127	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
259	8/1/2000	HQV-FHSA	Draft Final Corrective Measures Implementation (CMI) Report: SWMU 14 RCRA Facility Investigation	HQV-NR00169718	HQV-NR00169750	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
260	8/31/2000	IT Environmental Corp.	Site/soil Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 6/2000-7/2000	HQV-NR00452233	HQV-NR00452402	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
261	9/9/2000	HQV-FHSA	Corrective Measures Study (CMS) Workplan: SWMU 2 RCRA Facility Investigation	HQV-NR00163791	HQV-NR00163829	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
262	9/19/2000	HQV-FHSA	Final Corrective Measures Study (CMS) Report: SWMU 1 - Construction Landfill No. 3	HQV-NR00170632	HQV-NR00170683	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No	Date	Author	Description	Begin Dates	End Dates	Category
263	01/10/2000	MOORE/NSA	Final Corrective Measures Study (CMS) Report, WAMU 1 Construction and Site	HQV-NR0017161	HQV-NR0017165	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
264	10/11/2000	ET Environmental Corp	Bi-monthly Progress Report RCRA Facility Investigation and Corrective Measures Study Status Report, 8/2/2000-9/1/2000	HQV-NR00452461	HQV-NR00452510	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
265	12/19/2000	ET Environmental Corp	Bi-monthly Progress Report RCRA Facility Investigation and Corrective Measures Study Status Report, 10/1/2000-11/2/2000	HQV-NR00452510	HQV-NR00452510	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
266	2/28/2001	ET Environmental Corp	Bi-monthly Progress Report RCRA Facility Investigation and Corrective Measures Study Status Report, 12/2/2000-1/2/2001	HQV-NR00452511	HQV-NR00452512	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
267	4/10/2001	EMS Environmental, Inc	Bi-monthly Progress Report RCRA Facility Investigation and Corrective Measures Study Status Report, 2/2/2001-3/2/2001	HQV-NR00452512	HQV-NR00452513	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
268	5/19/2001	EMS Environmental, Inc	Bi-monthly Progress Report RCRA Facility Investigation and Corrective Measures Study Status Report, 4/2/2001-5/2/2001	5/11/2001	5/11/2001	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
269	6/15/2001	MOORE/NSA	WAMU 25 and 26 Revised Corrective Measures Study Workplan	HQV-NR00177911	HQV-NR00177857	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
270	6/17/2001	MOORE/NSA	Revised CMS Workplan for WAMU 25 and 26 (CMU 2)	HQV-NR00189655	HQV-NR00209511	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
271	8/10/2001	EMS Environmental, Inc	Bi-monthly Progress Report RCRA Facility Investigation and Corrective Measures Study Status Report, 6/6/2001-7/7/2001	HQV-NR00212602	HQV-NR00212702	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
272	9/30/2001	ES&S	HQV/NSA Final Report Site Wide Initial Dissolved Phase Transport Model Development	HQV-NR00143805	HQV-NR00138802	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
273	10/11/2001	ES&S Environmental, Inc	Bi-monthly Progress Report RCRA Facility Investigation and Corrective Measures Study Status Report, 8/2/2001-9/2/2001	HQV-NR00143805	HQV-NR00143845	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports
274	12/21/2001	ES&S Environmental, Inc	Bi-monthly Progress Report RCRA Facility Investigation and Corrective Measures Study Status Report, 10/2/2001-11/2/2001	HQV-NR00143845	HQV-NR00143845	RCRA Facility Investigation Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Date	End Date	Category
275	3/26/2002	EMS Environmental, Inc.	Monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/12/2001-6/1/2002	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
276	3/28/2002	EMS Environmental, Inc.	Monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/2001-6/1/2002	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
277	3/30/2002	EMS Environmental, Inc.	Monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 02/2002-6/1/2002	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
278	6/30/2002	EMS Environmental, Inc.	Monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2002-5/2002	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
279	8/31/2002	EMS Environmental, Inc.	Monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/2002-07/2002	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
280	10/31/2002	EMS Environmental, Inc.	Monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2002-9/2002	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
281	12/31/2002	EMS Environmental, Inc.	Monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/2002-11/2002	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
282	6/1/2003	Sl. Creek Alumina Recovery Group	Quarterly Phase 2 Release Reduction Report (QRR) 1 and 2 Phase 2 Release Reduction Report (QRR) 2 Progress Report 6/1/2003	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
283	10/31/2003	EMS Environmental, Inc.	Monthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2003-9/2003	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
284	1/2/2004	HQV/ENSA	Corrective Measures Study Final Report for Solid Waste Management Unit #2	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
285	11/29/2003	HQV/ENSA	Corrective Measures Study Final Report for Solid Waste Management Unit #2	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
286	1/30/2004	HQV/ENSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #2	HQV-HR003693812	HQV-HR00369385	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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Id	Date	Author	Description	Begin Dates	End Dates	Category
287	2/28/2004	EMS Environmental, Inc.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 12/2003-01/2004	HQV-NR0223855	HQV-NR00233954	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
288	3/1/2004	HQV/ENSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #1	HQV-NR00163813	HQV-NR00164051	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
289	3/17/2004	HQV/ENSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #2	HQV-NR00191185	HQV-NR00191204	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
290	3/17/2004	HQV/ENSA	Interim Corrective Measures (ICM) Status Report for SWMU 17	HQV-NR00301321	HQV-NR00301330	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
291	4/30/2004	EMS Environmental, Inc.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 02/2004-03/2004	HQV-NR00233964	HQV-NR00234047	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
292	05/10/2004	EMS Environmental, Inc.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2004-5/2004	HQV-NR00233727	HQV-NR00233819	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
293	7/16/2004	ES&T	Phase 1 Screening Level Ecological Risk Assessment for SWMU 27	HQV-NR00177686	HQV-NR00177811	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
294	8/30/2004	EMS Environmental, Inc.	Bi-monthly Progress Report: RCRA Facility Investigations and Corrective Measures Study Status Report, 04/2004-07/2004	HQV-NR00232047	HQV-NR00232126	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
295	7/23/2005	Entree, Inc.	Phase 2 Screening Level Ecological Risk Assessment for SWMU 27	HQV-NR00277834	HQV-NR00278076	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
296	09/09/2005	Timothy Gordon, EPA	Letter to Kathleen Antoine, HQV/ENSA, re: Final CMS Report for SWMU 23	ES&T-RPD-0014615	ES&T-RPD-0014672	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
297	12/16/2005	HQV/ENSA	CMS Final Report for SWMU 2	HQV-NR00186670	HQV-NR00186823	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
298	3/22/2006	HQV/ENSA	CMS Final Report for SWMU 84	HQV-NR00170972	HQV-NR00171256	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Date	End Date	Category
289	7/1/2006	HQVEHSA	Clean Closure Report for Surface Impoundments 1 and 2	HQV-NR0010690	HQV-NR0010700	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
290	7/31/2006	HQVEHSA	Letter enclosing Clean Closure Report for Surface Impoundment 3	HQV-NR00207604	HQV-NR00104753	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
291	6/23/2008	USEPA	Status of RCRA Groundwater Sampling for Surface Water Impoundments 1, 2 and 3	HQV-NR00011704	HQV-NR00011705	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
292	4/1/2007	HQVEHSA	HQVEHSA RCRA Corrective Actions and SWMU Summary	HQV-NR0028534	HQV-NR0024355	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
293	1/22/2009	Groundwater and Environmental Services, Inc. (GES)	Letter enclosing HQVEHSA Containment Strategy Area (CSA) Closure Certification Report 11/2009	HQV-NR00180611	HQV-NR00180610	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
294	1/22/2010	HQVEHSA	HQVEHSA RCRA Corrective Actions and SWMU Summary	HQV-NR0020094	HQV-NR00140088	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
295	5/25/2010	HQVEHSA	Petition for Corrective Action Complete with Controls for SWMUs 9, 10, and 11 (Surface Impoundments 1, 2, and 3, Respectively)	HQV-NR0012345	HQV-NR0012344	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
296	6/12/2010	USEPA	Petition for Corrective Action Complete with Controls for SWMUs 9, 10, and 11 (Surface Impoundments 1, 2 and 3, Respectively)	HQV-NR0012344	HQV-NR0012345	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
297	7/31/2012	Groundwater and Environmental Services, Inc. (GES)	HQVEHSA RCRA Corrective Actions and SWMU Summary	HQV-NR00010194	HQV-NR00000076	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
298	9/14/2012	Groundwater and Environmental Services, Inc. (GES)	Letter enclosing Revised CM Workplan for SWMU 22 (Surface Impoundments 3/Landfarm 2 ENL, Water Sever Line)	HQV-NR00001545	HQV-NR00001547	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
299	Undisposed	USEPA	Water Flow and Dissolved Phase Hydrocarbon Modeling at HQVE Refinery, St. Croix	HQV-NR00210814	HQV-NR00110858	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
310		The Advent Group, Inc.	RCRA Facility Investigation for the Wetting Bath (SWMU 14, Tank 10)	HQV-NR00013492	HQV-NR00013475	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Date	End Date	Category
312						
313						
314						
315						
316	6/21/2002	Geo Monitoring Services	1st Ground Water Monitoring Event: St. Clair Alpha Site dated 6/21/2002	HQV-HR030302001	HQV-HR030302001	SCA Reports
317	1/2/2003	Geo Monitoring Services	2nd Ground Water Monitoring Event: St. Clair Alpha Site dated 1/2/2003	HQV-HR030300009	HQV-HR030303009	SCA Reports
318	1/22/2003	Geo Monitoring Services	DPPHC & PPHC Delineation Findings Report for the SCA Site prepared for the Project Operating Committee for the Administrative Order for Consent	SS1002111-Regd-4110-HR03-057	SS1002111-Regd-4110-HR03-057	SCA Reports
319	1/20/2003		1st Ground Water Monitoring Event: St. Clair Alpha Site dated 1/20/2003	HQV-HR030300129	HQV-HR030303029	SCA Reports
320	2/11/2004	Geo Monitoring Services	Quarterly Phase Separated Petroleum Hydrocarbon (PSPH) & Dissolved Phase Petroleum Hydrocarbon Constituents (DPPHC) Progress Report for 11/11/2003-2/8/2004 at the SCA Site	SS110680	SS110680	SCA Reports
321	5/8/2004	Geo Monitoring Services	Quarterly Phase Separated Petroleum Hydrocarbon (PSPH) & Dissolved Phase Petroleum Hydrocarbon Constituents (DPPHC) Progress Report for 4/8/2004-5/8/2004 at the SCA Site	SS110680	SS110680	SCA Reports
322	7/15/2004	Geo Monitoring Services	2nd Ground Water Monitoring Event: St. Clair Alpha Site dated 7/15/2004	HQV-HR030300210	HQV-HR030303010	SCA Reports
323	12/09/2004	Geo Monitoring Services	3rd Ground Water Monitoring Event: St. Clair Alpha Site dated 12/09/2004	HQV-HR030300160	HQV-HR030303016	SCA Reports
324	2/3/2005	Geo Monitoring Services	Quarterly Phase Separated Petroleum Hydrocarbon (PSPH) & Dissolved Phase Petroleum Hydrocarbon Constituents (DPPHC) Progress Report for 11/5/2004-2/2/2005 at the SCA Site	SS110680 SCAR030303008	SS110680 SCAR030303008	SCA Reports
325	7/22/2005	Geo Monitoring Services	4th Ground Water Monitoring Event: St. Clair Alpha Site dated 7/22/2005	HQV-HR030300051	HQV-HR030303005	SCA Reports
326	10/2/2006	Geo Monitoring Services	5th Ground Water Monitoring Event: St. Clair Alpha Site dated 10/2/2006	HQV-HR030300722	HQV-HR030303008	SCA Reports
327	7/20/2008	Geo Monitoring Services	6th Ground Water Monitoring Event: St. Clair Alpha Site dated 7/20/2008	HQV-HR030300790	HQV-HR030303009	SCA Reports
328	10/2/2007	Geo Monitoring Services	10th Ground Water Monitoring Event: St. Clair Alpha Site dated 10/2/2007	HQV-HR030300702	HQV-HR030303009	SCA Reports
329	1/30/2008	Geo Monitoring Services	12th Ground Water Monitoring Event: St. Clair Alpha Site dated 1/30/2008	SS110680	SS110680	SCA Reports
330	7/29/2008	Geo Monitoring Services	13th Ground Water Monitoring Event: St. Clair Alpha Site dated 7/29/2008	HQV-HR030300715	HQV-HR030303009	SCA Reports
331	10/6/2008	Geo Monitoring Services	14th Ground Water Monitoring Event: St. Clair Alpha Site dated 10/6/2008	HQV-HR030300718	HQV-HR030303009	SCA Reports
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No	Date	Author	Description	Begin Dates	End Dates	Category
373	6/1/2003	HQVENSA	HQVENSA Hydrocarbon Recovery Project Status Report	1406370	15096533	Semi-Annual Hydrocarbon Recovery Reports
379	7/1/2004	HQVENSA	HQVENSA Hydrocarbon Recovery Project Status Report	15009510	15009679	Semi-Annual Hydrocarbon Recovery Reports
380	9/1/2004	HQVENSA	HQVENSA Hydrocarbon Recovery Project Status Report	HQV-NR00110470	HQV-NR00130231	Semi-Annual Hydrocarbon Recovery Reports
383	2/15/2005	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00236703	HQV-NR00236736	Semi-Annual Hydrocarbon Recovery Reports
388	8/1/2005	HQVENSA	HQVENSA Corrective Action Status Report	15074036	15074391	Semi-Annual Hydrocarbon Recovery Reports
391	2/15/2006	HQVENSA	HQVENSA Corrective Action Status Report	15060379	15060375	Semi-Annual Hydrocarbon Recovery Reports
394	8/1/2006	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00227219	HQV-NR00227555	Semi-Annual Hydrocarbon Recovery Reports
395	8/15/2006	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00227550	HQV-NR00227607	Semi-Annual Hydrocarbon Recovery Reports
399	12/15/2007	HQVENSA	HQVENSA Corrective Action Status Report	15070565	15071244	Semi-Annual Hydrocarbon Recovery Reports
399	6/15/2007	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00344825	HQV-NR00345152	Semi-Annual Hydrocarbon Recovery Reports
399	7/15/2008	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00145948	HQV-NR00146007	Semi-Annual Hydrocarbon Recovery Reports
399	2/15/2008	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00143100	HQV-NR00143303	Semi-Annual Hydrocarbon Recovery Reports
399	2/15/2009	HQVENSA	HQVENSA Corrective Action Status Report	1507158574	HQV-NR00191963	Semi-Annual Hydrocarbon Recovery Reports
399	8/15/2009	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00146005	HQV-NR00146057	Semi-Annual Hydrocarbon Recovery Reports
399	12/15/2010	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00142746	HQV-NR00142902	Semi-Annual Hydrocarbon Recovery Reports
399	2/15/2011	HQVENSA	HQVENSA Corrective Action Status Report	ES&T-NR00011292	ES&T-NR00011357	Semi-Annual Hydrocarbon Recovery Reports
399	6/15/2011	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00596721	HQV-NR00596804	Semi-Annual Hydrocarbon Recovery Reports
399	12/15/2012	HQVENSA	HQVENSA Corrective Action Status Report	HQV-NR00501326	HQV-NR00501479	Semi-Annual Hydrocarbon Recovery Reports

Appendix D

Base Margin

<u>Year</u>	<u>Castilla Deemed Margin</u>	<u>ASCI Deemed Margin</u>
2020	\$11.12	\$12.42
2021	\$9.19	\$10.24
2022	\$7.26	\$8.06
2023	\$5.33	\$5.88
2024	\$5.33	\$5.88
2025	\$5.33	\$5.88
2026	\$5.33	\$5.88
2027	\$5.33	\$5.88
2028	\$5.33	\$5.88

Appendix E

Memorandum of Understanding with UVI

**MEMORANDUM OF UNDERSTANDING
BETWEEN HOVENSA L.L.C. AND
THE UNIVERSITY OF THE VIRGIN ISLANDS**

EXPLANATORY STATEMENT:

- A. HOVENSA L.L.C. (hereinafter referred to as HOVENSA) has long envisioned creating employment opportunities in the petrochemical industry for residents of the Virgin Islands by assisting in providing the training required.
- B. The University of the Virgin Islands (hereinafter referred to as UVI) and HOVENSA have collaborated in the development of a program leading to an Associate in Applied Science degree with a major in Process Technology
- C. The then Division of Science and Mathematics (now College of Science and Mathematics) at UVI and technical experts from HOVENSA designed the required curriculum which was approved by UVI's Curriculum Committee, the faculty body and the Board of Trustees.
- D. On March 28, 2002, HOVENSA and UVI signed a Memorandum of Understanding (MOU) initializing the program. This MOU, which covered a term of three years, expired on March 28, 2005. A second MOU which covered an additional term of three years expired on October 13th, 2008 and a third MOU which covered an additional term of three years expires in December, 2011
- E. This new MOU reaffirms the continued collaboration for the success of the program by both parties. It will cover a term of three years and will expire in December, 2014.
- F. The Associate of Applied Science degree in Process Technology was first offered to incoming UVI students in the fall 2002 semester.
- G. HOVENSA has pledged to support this degree program by assisting UVI's faculty with contributions of time and resources. These include making available HOVENSA's personnel to assist in the development of the curriculum and to teach, consult, and mentor as well as financial resources

NOW THEREFORE, UVI and HOVENSA have developed a new Memorandum of Understanding (hereinafter referred to as "the MOU") to apportion their continued responsibilities for the success of the program, as follows:

SCOPE OF UNDERSTANDING:

- 1) The term of the MOU shall be for a period of three years from the effective date of the MOU.
- 2) Prior to the end of the term, the Parties will meet to review the program, assess its progress, effectiveness and the future viability with a view to determining whether to continue the collaboration.
- 3) HOVENSA will maintain and fully administer a scholarship fund dedicated to rendering financial assistance to qualified students who have been admitted into the program. HOVENSA will review the current criteria for awarding scholarships to determine the effective methods for encouraging students to take advantage of the scholarships offered.

Scholarships are awarded based on academic performance. Each scholarship is awarded on a per semester basis. The granting of each scholarship is determined after considering the academic performance for that semester.

The scholarship will be prorated based on the semester grade point average and credit hours. The maximum annual value of the scholarship is \$4594 (tuition and fees for academic year 2011-2012) for an individual student.

- 4) In the event the incumbent Director of Process Technology vacates this position, HOVENSA will, if necessary, assist UVI in the recruitment for a new faculty member in an area of Process Technology, who will serve as the Director of the Program, who will be an employee of UVI and who will:
 - a) Teach appropriate process technology courses;
 - b) Coordinate with part-time instructors;
 - c) Provide student academic counseling for this program;
 - d) Lead recruitment for the program; and
 - e) Liaise with UVI's Dean of the College of Science and Mathematics regarding the program.
- 5) HOVENSA will underwrite the salary and benefits of the Director of Process Technology until such time as such funding is fully replaced by grants or other contracts. Refer to Appendix A.
- 6) UVI will, where appropriate, pursue the preparation of grant applications to various foundations, for partially underwriting the cost of the program.

- 7) HOVENSA will underwrite the cost of the services of designated technical personnel with expertise in the various core subjects, to teach specific technical courses throughout the term of this Agreement. These part time instructors will be recommended by the Director of the Process Technology program, and will have the qualifications required for teaching in the Associates in Applied Science program. Final approval will follow UVI procedure. These personnel will be compensated at UVI's rates for part-time faculty, but compensation will not be prorated based on class size.
- 8) HOVENSA will collaborate with UVI in the development of formal recognition of the efforts of the part-time instructors in the program in order to encourage and sustain their participation. Such recognition should include, but not necessarily be limited to letters of commendation and other appropriate methods for recognizing their individual contributions towards the development of a successful program.
- 9) HOVENSA will allow the program to use the following facilities:
 - a) Specialized classrooms at the HOVENSA Training School
 - b) Training School laboratories and necessary equipment;
- 10) UVI must develop a marketing program to publicize the program among the general public and in area high schools. This marketing effort of the Process Technology program could extend throughout the Caribbean region, particularly in islands such as Trinidad, Curacao and Aruba where oil refineries exist.
- 11) UVI will carry out all requisite steps to manage the degree program within the College of Science and Mathematics, including but not limited to establishing all requirements for admissions, testing and placement, preparation and acquisition of materials, coordination with all faculty, and other foreseeable administrative steps incidental to maintaining the program, and processing of incoming students.
- 12) UVI will provide faculty from appropriate College or School, to teach non-technical courses and electives required for graduation from the program.
- 13) UVI will facilitate coordination between its faculty and the HOVENSA-provided instructors, including orientations and dissemination of all requisite academic and administrative materials and procedures and providing them with administrative support to facilitate the HOVENSA-provided instructors' participation in the program.
- 14) UVI will treat all part-time instructors with the same professionalism, courtesy, and respect, accorded UVI faculty, including, but not limited to granting them access to student records and information, providing them assistance with and access to university facilities and processes.

- 15) UVI will provide an office for the Director of Process Technology. This office will include all necessary and customary office equipment and supplies, and access to support staff of the College of Science and Mathematics.
- 16) UVI will provide all necessary classrooms for the non-technical courses and electives required for graduation from the program.
- 17) As an extension to the provisions for this degree program, UVI and HOVENSA will work collaboratively to explore feasibility of and develop offerings of online courses.
- 18) Officials of UVI and HOVENSA will work together in a spirit of cooperation and professionalism, through frequent communication and attendance at meetings, to address all questions and concerns that surface regarding the program, the collaboration and any obstacles in order to make this a successful program.

GENERAL PROVISIONS:

- A. Any contract to carry out the terms or processes of the MOU, and which is intended to bind a Party, must be executed by that Party.
- B. The modification of any term of the MOU must be in writing.
- C. In consideration for the contributions being pledged by HOVENSA, UVI will defend, indemnify and release HOVENSA, its members, parents, affiliates, subsidiaries, and the parents, as well as their employees, agents, shareholders, board of directors, officers, successors and assigns, specifically including but not limited to Hess Oil Virgin Islands Corp., PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation and Petroleos de Venezuela, S.A. ("PDVSA"), and their parents, affiliates, successors and assigns (Collectively "HOVENSA"), as well as HOVENSA's employees who will serve UVI as instructors and technical experts, from any and all claims, damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict liability, or otherwise, arising out of or in any way related to the services to be provided by UVI, its agents and employees or the UVI facilities and equipment to be utilized. UVI further agrees that if a claim is made against HOVENSA or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of UVI, its agents and employees, that UVI will defend HOVENSA from any such claims and that it will either settle the claim or pay any judgment entered against HOVENSA, including attorney's fees and costs.
- D. In return for the commitments being made by UVI, HOVENSA will defend, indemnify and release UVI, its employees, agents, board of directors, officers, successors and assigns, specifically including but not limited to UVI's employees who will serve UVI as instructors and technical experts, from any and all claims,

damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict liability, or otherwise, arising out of or in any way related to the services to be provided by HOVENSA, its agents and employees or the HOVENSA facilities and equipment to be utilized. UVI further agrees that if a claim is made against UVI or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of HOVENSA, its agents and employees, that HOVENSA will defend UVI from any such claims and that it will either settle the claim or pay any judgment entered against UVI, including attorney's fees and costs.

- E. The MOU shall be interpreted in accordance with the laws of the United States Virgin Islands. If any portion of this Agreement is against the public policy of the Virgin Islands, it will be construed to provide the greatest possible release of liability permitted by Virgin Islands law. Likewise, if any provision of the MOU is deemed invalid or inoperative to any extent, such validity will not invalidate the MOU, but the MOU will be construed without the provision(s) deemed invalid or inoperative, with a view toward affecting the purpose of the MOU, and the validity and enforceability of the remaining provisions will not be impaired.
- F. All disputes or claims arising from HOVENSA's participation or financial contributions to the program will be submitted to confidential and binding arbitration in the U.S. Virgin Islands, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction. The arbitrators in entering a decision will have the authority to select either the amount or remedy proposed by HOVENSA, or that proposed by UVI, and none other. The losing party will bear the cost of arbitration. Other than arbitration fees and expenses, each party will bear its own costs and expenses, including attorney's fees. If any matter is deemed non-arbitral by the arbitrator or by a court of competent jurisdiction. UVI hereby expressly waives trial by jury with respect to such claim or controversy. UVI understands that in such event, any decision regarding such claim or controversy will be made by the court as finder of fact and not by jury.
- G. This document constitutes the entire understanding between the Parties hereto and all prior communication understanding with respect to the subject matter of the MOU, integrated herein.

IN WITNESS WHEREOF, the Parties have herein set their hands as of the dates stated herein.

WITNESS:

UNIVERSITY OF THE VIRGIN ISLANDS

By:_____

Printed Name: Dr. David Hall

Title: President

Date:_____

WITNESS:

HOVENSA L.L.C.

By:_____

Printed Name: Brian K. Lever

Title: President & Chief Operating Officer

Date:_____

Appendix A

BREAKDOWN OF COST FOR SALARIES AND BENEFITS

HOVENSA will provide funding for the Director of the Process Technology program and the Part Time faculty teaching the process technology courses.

Year 1:

Director's salary \$73,539

Benefits 33% \$24,268

Part-time \$32,340 (\$770/credit-hour * 7 classes * 3 credit-hours * 2 semesters)

Benefits 8% \$ 2,837

Subsequent years will include an increase in Director's salary at 3% per year, governed by the mechanism of UVI faculty compensation.

Part time instructors are paid at a rate of \$770 per credit hour. The expectation is that there will be seven three-credit classes taught by part time instructors each semester. Benefits for part time instructors are calculated at 8% of salary.

Appendix F

Form of Special Warranty Deed

Form of SPECIAL WARRANTY DEED [For Option Parcels]

THIS DEED is made this _____, 2018, by and between the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS acting through its Commissioner of the Department of Property and Procurement, whose mailing address is Building No. 1, 3rd Floor, Subbase, St Thomas, U.S. Virgin Islands 00802, as the grantor ("Grantor" or "Government") and [LIMETREE BAY TERMINALS, LLC], a U.S. Virgin Islands limited liability company, whose address is 1 Estate Hope, Christiansted, VI 00822, as the grantee ("Grantee" or "LB Terminals").

WITNESSETH:

WHEREAS, the Government and LB Terminals entered into that certain Amended and Restated Terminal Operating Agreement, dated _____, 2018 and approved by the Legislature of the Virgin Islands on _____, 2018 as Bill No. _____ ("Terminal Operating Agreement"); and

WHEREAS, pursuant to the provisions of the Terminal Operating Agreement, the Government agreed to sell and convey the Property described herein to LB Terminals and to grant the easements contained herein to LB Terminals and the LB Terminals Parties (as defined herein);

Pursuant to the Terminal Operating Agreement and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, Grantor does hereby sell, grant, transfer and convey to the Grantee, and to its successors and assigns, the real property described in Schedule A attached hereto and by reference incorporated herein, together with all the tenements, hereditaments, and appurtenances thereunto belonging, and any and all improvements located thereon (collectively "Property").

TO HAVE AND TO HOLD the Property conveyed hereby unto the Grantee, and to its successors and assigns, in fee simple absolute forever.

Grantor warrants that it has and is conveying good and marketable fee simple title to the Property free and clear of any Liens, Claims and Liabilities of any kind whatsoever except Permitted Encumbrances (as such terms are defined in Schedule B attached hereto and by reference incorporated herein).

Grantor will warrant and defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Encumbrances.

IN WITNESS WHEREOF, the Grantor has duly executed this deed effective the day and year first above written.

GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS

Department of Property and Procurement

BY: _____ Date: _____
Commissioner

APPROVED AS TO LEGAL SUFFICIENCY

BY: _____ Date: _____
Claude Earl Walker, Esq.
Attorney General

APPROVED

_____ Date: _____
Kenneth E. Mapp
Governor of the Virgin Islands

As to the execution of this deed by the Commissioner of Department of Property and Procurement:

Witness 1: (Print name and sign) _____

Witness 2: (Print name and sign) _____

ACKNOWLEDGEMENT

TERRITORY OF U.S. VIRGIN ISLANDS)
DISTRICT OF ST. CROIX)

The foregoing instrument was acknowledged before me this _____, 2018, by _____, as Commissioner of the Department of Property and Procurement, Government of the United States Virgin Islands, on behalf of the Government of the United States Virgin Islands.

Notary Public
My commission expires:
(Notary Seal)

CERTIFICATE OF VALUE

IT IS HEREBY CERTIFIED that the value of the property described in the foregoing deed, for recording and transfer stamp tax purposes, does not exceed \$_____ and that the transfer herein is exempt from recording fees pursuant to 28 V.I.C. §134(3) and stamp taxes pursuant to 33 V.I.C. §128(a)(1).

Grantor's Authorized Agent

CERTIFICATE OF PUBLIC SURVEYOR

It is hereby certified that according to the records in the Public Surveyor's Office, the Property described in the foregoing instrument has not undergone any change in regard to boundary and area.

Office of the Public Surveyor, Christiansted, St. Croix, U.S. Virgin Islands.

Dated: _____

Schedule A

**Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC**

Real Property Description

Estate Pearl, including all improvements thereupon

1. **Remainder Matr. 38, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
2. **Remainder Matr. 51 & Matr. 43, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
3. **Parcel No. 11, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 29.132 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

Estate Cassava Garden, including all improvements thereupon

4. **Parcel No. 1, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.
5. **Remainder Matr. No. 39-A and 49, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot, including all improvements thereupon

6. **Remainder Parcel No. 1, Estate Barren Spot**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Schedule B

**Special Warranty Deed
From
Government of the United States Virgin Islands
To
Limetree Bay Terminals, LLC**

Definitions

“**Claim**” shall have the meaning assigned to such term under section 101(5) of the Bankruptcy Code.

“**Liabilities**” shall mean any and all indebtedness, taxes, losses, charges, debts, damages, obligations, payments, costs and expenses, bonds, indemnities, liabilities and obligations of any nature, including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability, regardless of whether such claim, debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such claim, debt, obligation, duty or liability is immediately due and payable.

“**Liens**” shall mean any liens (as defined in Section 101(37) of the Bankruptcy Code), debts (as defined in Section 101(12) of the Bankruptcy Code), security interests, claims, easements, mortgages, charges, indentures, deeds of trust, rights of way, encroachments, or any other encumbrances and other restrictions or limitations on ownership or use of real or personal property or irregularities in title thereto.

“**Permitted Encumbrances**” shall mean (a) easements, covenants, rights of way and restrictions of record encumbering the Property as of the Closing Date, (b) liens for real property taxes not yet due and payable, (c) zoning, building code or planning restrictions or regulations, and (d) encroachments and other matters that would be shown in an accurate survey or physical inspection of such Property.

AFFIDAVIT OF TAX STAMP EXEMPTION

I, _____, the undersigned, being first duly sworn upon oath, depose and state that:

1) I am an adult over the age of twenty one years.

2) I am the Authorized Person of the Grantor of the Property described herein.

3) The transfer of title of the Property described herein is from Grantor, Government of the United States Virgin Islands, to the Grantee.

4) This sworn certification is made for the purposes of complying with 33 V.I.C. §128(b) that requires an affidavit in support of Grantor's claim that the transfer of the Property as herein described is exempt from the payment of a Stamp Tax under Section 128(a)(1) of Title 33 of the Virgin Islands Code.

5) As the Grantor is the Government of the United States Virgin Islands, the transfer herein is exempt from recording fees pursuant to 28 V.I.C. §134(3).

_____, Authorized Person

TERRITORY OF U.S. VIRGIN ISLANDS)
DISTRICT OF ST. CROIX)

The foregoing instrument was acknowledged before me this _____,
by _____, as Authorized Person of Government of the United States Virgin
Islands.

Notary Public

My commission expires:

Appendix G

USVI Harbor Regulations

[See attached.]

VIRGIN ISLANDS PORT AUTHORITY
SOUTH COAST, ST. CROIX
HARBOR REGULATIONS - AMENDMENT - SUB-SECTION "A"

The Governing Board of the Virgin Islands Port Authority, by virtue of power vested in this body, does hereby amend the Virgin Islands Port Authority Marine Rules and Regulations to include the St. Croix South Coast Harbors of Lime Tree Bay Channel and the Hess Oil Virgin Islands Corporation Terminal (Hess/Hovic); Krause Lagoon Channel and Martin Marietta Plant Basin (Port Alucroix); and the connecting waters between these channels (Containerport Channel).

SUB-SECTION "A"

A-1 This Sub-Section applies to the South Coast Harbors of St. Croix: Hess/Hovic, Port Alucroix, Containerport, and approaches thereto, including all waters which are now, or may hereafter be, under this jurisdiction.

A-2 Administration by Virgin Islands Port Authority

Pursuant to 29 V.I.C., S. 543, the Authority controls the harbors of the Virgin Islands which are effected by the Governing Board through the Executive Director.

A-3 Status of Harbors of the Virgin Islands - Federal Laws

The south coast harbors of St. Croix are subject to federal laws concerning quarantine, immigration, agriculture and customs, which are promulgated and enforced by agencies of the Government of the United States.

A-4 Expedition of traffic and filling needs of shipping

Every effort will be made by the Authority and Hovic Marine Managers to expedite traffic coordination and to fill

EXHIBIT G

promptly the needs of shipping. In this connection, the active and intelligent cooperation of ship masters and local agents, as well as owners and operators, is most essential and is earnestly solicited.

A-5 Compliance with Orders

The orders of the Authority and Hovic Marine Managers, Authority and Hovic Pilots, or their duly authorized representatives concerning order in the harbor or on a private or public dock, shall be promptly and explicitly obeyed. Any questions arising or damage resulting from any violation of this sub-section shall be dealt with as herein provided.

A-6 Applicable Rules of the Road

The International Rules of the Road and Pilot Rules for Inland Waters, in their respective spheres, must be strictly complied with, except that sailing boats and other small craft shall, within the limits of the harbors, give way to larger vessels; the latter, however, shall take all necessary precautions and only use reduced speed in the harbor. (See Coast Guard Publication CG-169).

A-7 Copy of Sub-Section, Gratis

Masters of vessels will receive, upon arrival at St. Croix, a copy of the Rules and Regulations set forth in this Sub-Section, gratis.

A-8 Definitions

The following definitions shall govern in the application of this Sub-Section:

1. AN ANCHORAGE: A specific area along the coast so designated.

2. ANCHORED: A vessel is considered anchored when it is held solely by the resistance of the anchor dropped to the bottom and attached to the vessel.

3. ANCHORING PLACE: An anchoring place is any part along the shore where vessels can take hold of the bottom of the sea by means of their anchor.

4. AUTHORITY: The word "Authority" shall mean the Virgin Islands Port Authority.

5. BARGE: The word "barge" shall mean any vessel whose overall length is over 65 feet, designed to carry any cargo but has no means of self-propulsion.

6. BASIN: The word "Basin" shall mean a widened section at the Terminal end of a channel so enlarged as to permit turning a ship around so that it may exit the terminal area bow first.

7. BOARDING: A vessel is considered boarded by another or by a person, from the moment that their sides or any part of the hulls have come in contact with each other or the crew members of either vessel may touch each other or any part of the hull of the other vessel.

8. BUNKERS: The word "bunkers" shall mean the fuel owned by the vessel and consumed in the operation of the vessel.

9. CARGO: The word "cargo" means merchandise, goods, wares and chattels of every description being, or to be transported in a vessel, including merchandise, the importation of which is prohibited but excludes ships stores.

10. CONTAINERPORT CHANNEL: The words "Containerport Channel" shall mean the channel between the Krause Lagoon Channel and Lime Tree Bay up to the western side of a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located and includes the waters on the west side of the containerport dock.

11. DOCK: The word "dock" means pier, quay, wharf or any structure alongside or out into the water, one end of which rests on any interior or exterior point of the maritime zone in such a form as to facilitate the traffic of passengers and cargo between the vessel moored to said structure and the land.

12. EXPLOSIVES: The word "explosives" shall mean any substance or material which, upon taking fire or being detonated, can produce gases capable of tearing or bursting with noise or violence, the wrapping or container of such substance, but does not include petroleum, petroleum products, solid or liquid fuel for vessels.

13. HARBOR: A harbor is any part of the coast where a vessel may anchor or dock for the purpose of boarding or landing passengers or loading or unloading cargo, whether directly to or from the shore or by means of other vessels.

14. HESS CHANNEL: The words "Hess Channel" shall mean the channel connecting the sea with the Hess Terminal and Lime Tree Bay westward to a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located. (Same as Lime Tree Bay Channel).

15. HOVIC: The word "Hovic" shall mean Hess Oil Virgin Islands Corp.

16. HOVIC TERMINAL: The words "Hovic Terminal" shall mean the Hess Oil Virgin Islands Corp. Oil Refinery Marine Terminal Facility at the northern end of the Hess Channel.

17. KRAUSE LAGOON CHANNEL: The words "Krause Lagoon Channel" shall mean the channel connecting the sea with the Martin Marietta Terminal, (Port Alucroix).

18. LIME TREE BAY CHANNEL: The words "Lime Tree Bay Channel" shall mean the channel connecting the sea with the Hess Terminal and Lime Tree Bay westward to a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located. (Same as Hess Channel).

19. MARITIME ZONE: The words "Maritime Zone" shall mean the designated area adjacent to any dock or landing place on which passengers and cargo are assembled or stored in the process of transportation.

20. MARTIN MARIETTA ALUMINA TERMINAL: The words "Martin Marietta Alumina Terminal" shall mean the Marine Terminal Facility of the alumina processing plant at the northern end of the Krause Lagoon Channel. (Port Alucroix).

21. MOORING: A vessel is considered moored when it has cast and fastened a cable or cables to any shore or dock or to another vessel so moored which will hold it and not allow it to detach itself therefrom for a greater distance than the length of the cables, although it may also be using an anchor as a support in another direction.

22. MOTORBOAT: The word "motorboat" shall mean any vessel, not more than 65 feet in overall length, propelled by machinery, whether or not such machinery is the principal source of propulsion.

23. MOTOR SHIP: The words "motor ship" shall mean and include any vessel whose overall length is over 65 feet and is propelled by an internal combustion engine.

24. MOTOR VESSEL: The words "motor vessel" shall mean any sea-going cargo vessel propelled by internal combustion machinery and having an overall length not exceeding 65 feet.

25. PILOT: The word "Pilot" shall mean the person with a current license, issued by the United States Coast Guard, or a current license issued by the Authority, to act as such pilot in the harbor/harbors or port/ports designated in the license.

26. PILOT SERVICE - AUTHORITY: The words "Pilot Service - Authority" shall mean the pilot service rendered to a vessel by an Authority Pilot.

27. PILOT SERVICE - HOVIC: The words "Pilot Service - Hovic" shall mean the pilot service rendered to a vessel by a Hovic Pilot.

28. PORT: A port is any part of the coast where a vessel may anchor or dock for the purpose of boarding or landing passengers or loading or unloading cargo, and the place of entry or clearance of a vessel by the United States Customs.

29. PORT ALUCROIX: The words "Port Alucroix" shall mean Martin Marietta Alumina Terminal.

30. PRIVATE DOCK: The words "private dock" shall mean any dock or landing place, other than public, to which access is controlled or restricted by a private owner.

31. PUBLIC DOCK: The words "public dock" shall mean any dock or landing place owned by the United States or Virgin Islands Government or any instrumentality thereof and to which Public access is controlled or restricted by the government or its instrumentality.

32. SHIPS STORES: The words "ships stores" shall mean all goods, supplies, fittings and equipment owned by the vessel for consumption and use in the operation of the vessel.

33. SPRINGING A CABLE: A vessel at anchor has sprung a cable when it casts a supporting cable in any direction in order to retain a certain position and fastens it to an anchor or other place. Should such supporting cable be attached to a dock or any other point of the coast, then the vessel is considered moored to the point where its cable is fastened to the dock or shore.

34. STEAM VESSEL (STEAMER): The words "steam vessel" shall include any vessel whose overall length is over 65 feet and is propelled by steam.

35. TANKER: The word "tanker" shall mean any vessel whose overall length is over 65 feet, designed to carry liquids or compressed gas cargo and is self-propelled.

36. TUGBOAT: The word "tugboat" shall mean a vessel whose overall length is over 65 feet, propelled by machinery, and whose function is to relocate other vessels by pulling or pushing.

37. VESSEL: The word "vessel" includes every description of watercraft or other artificial contrivance other than a seaplane on the water, used or capable of being used as a means of transportation.

38. VESSEL UNDER WAY: A vessel is "under way" when she is not at anchor or made fast to the shore, or aground or moored to another vessel not under way.

A-9 LIME TREE BAY & CHANNEL

I. RESTRICTED USE

Only vessels inbound to or outbound from the Hovic Terminal may use the Lime Tree Bay Channel; all other vessels shall remain clear of the channel, except in case of an emergency and then only as provided in A-21. Both the Hovic and Authority Marine Managers must mutually agree that a state of emergency exists before the Lime Tree Bay Channel can be used by outside traffic.

II. PILOT BOARDING STATION

Every vessel using this channel must engage the services of a Hovic Pilot, who will board the vessel approximately two and one-half miles southeast from the seabuoy. No inbound vessel shall approach the seabuoy within a distance of two and one-half miles without a Hovic Pilot being on board.

III. HARBOR CREW REQUIRED

All vessels while moored at the terminal shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

IV. TERMINAL REGULATIONS

All vessels while at the Hovic Terminal shall be operated in accordance with the Hovic/Lime Tree Bay Terminal Regulations.

A-10 KRAUSE LAGOON CHANNEL, NORTH SECTION TO PORT ALUCROIX

I. CHANNEL USE

All vessels inbound to or outbound from Port Alucroix, shall only use the Krause Lagoon Channel, except in case of an emergency and then only as provided in A-9 & A-21.

176N
17-10

SECTION
A-11

KRAUSE LAGOON CHANNEL
The connecting depth at mean low water was 35' for a width of 300 feet from the entrance to the turning basin, thence 35' in the turning basin, and thence 35' feet for a width of 300 feet to the head of the principal project.

HESS/HOVIC
CLEARING

PUBLIC DOCK

RETURNING TO HESS/HOVIC

CRUIS FIELD

CRUIS FIELD

Congers Bay

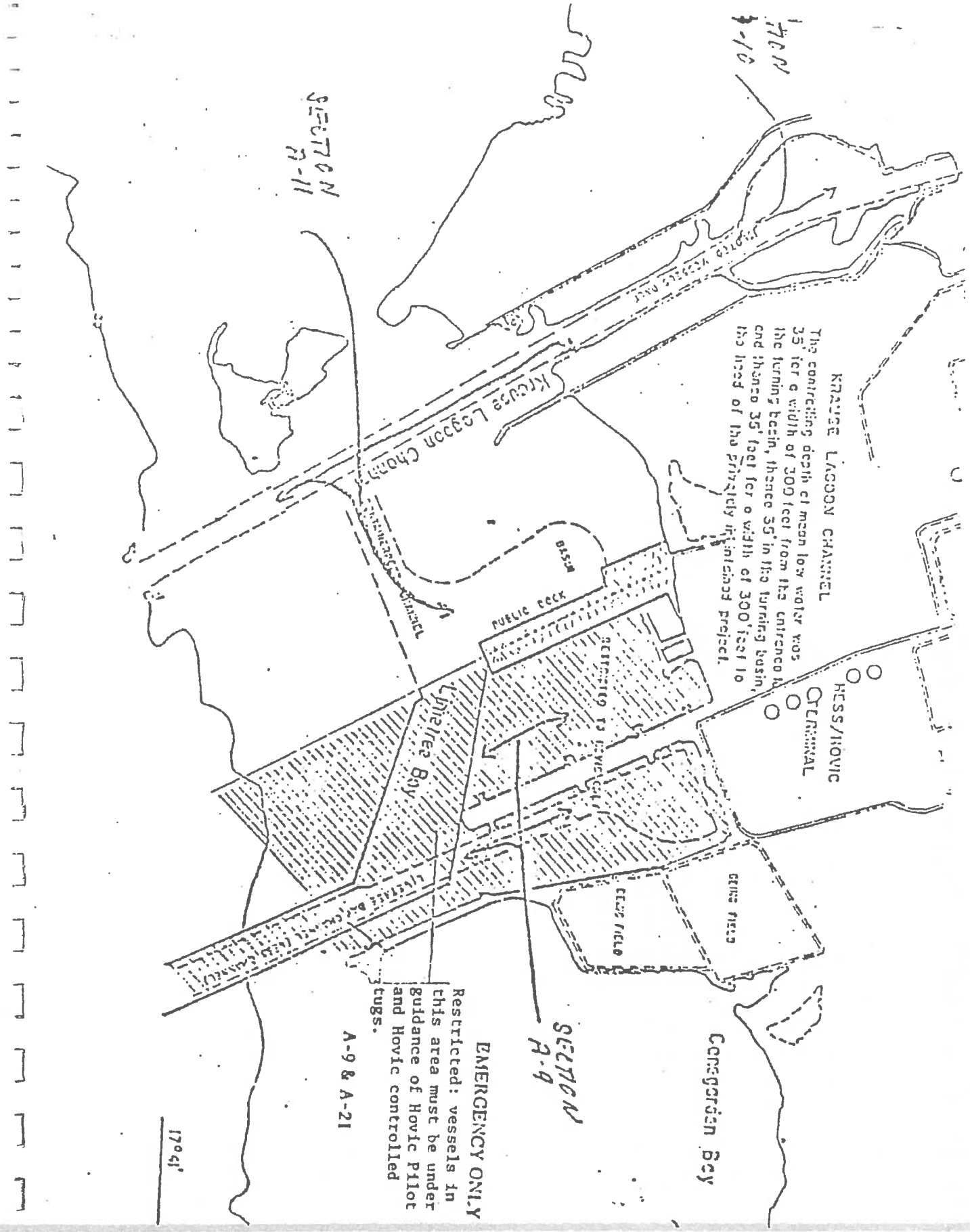
SECTION
A-9

EMERGENCY ONLY

Restricted: vessels in this area must be under Guidance of Hovic Pilot and Hovic controlled tugs.

A-9 & A-21

17041'



II. PILOT BOARDING STATION

Every vessel using this channel shall engage the services of a pilot who will board the vessel approximately two and one-half miles south of the Martin Marietta Alumina seabuoys #1 and #2. No inbound vessel shall approach these seabuoys without a pilot on board.

III. HARBOR CREW REQUIRED

All vessels, while moored, shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

IV. TERMINAL REGULATIONS

All vessels, while at Port Alucroix, shall be operated in accordance with the Alucroix Terminal Regulations.

A-11 KRAUSE LAGOON CHANNEL, SOUTH SECTION TO CONTAINERPORT AND WATERS CONNECTING LIME TREE BAY CHANNEL AND KRAUSE LAGOON CHANNEL (CONTAINERPORT CHANNEL)

I. CHANNEL USE

For purposes of fire prevention and public safety, all vessels inbound to or outbound from the Containerport public dock shall only use the Krause Lagoon Channel to enter from the sea or when leaving to the sea. The use of the Lime Tree Bay Channel is prohibited to Containerport traffic, except in case of an emergency and then only as provided in A-9 and A-21.

II. PILOTAGE

All vessels inbound to or outbound from the Containerport public dock, of and above 100 gross registered tons, must engage or pay for the services of an Authority Pilot, in order to enter, leave or shift berth in this harbor, provided that public vessels duly commissioned by the United States

navigation, the Authority or Local Marine Manager may remove such obstructions immediately, if they deem it necessary.

A-18 FIRES

In case of fire on board, all masters of vessels shall render such assistance as may be in their power. Five (5) prolonged blasts on the ship's whistle will indicate that there is a fire on board and that immediate assistance is required. A vessel without a whistle shall use all other means available to attract attention to its condition.

A-19 APPLICABILITY OF RULES AND REGULATIONS

All Marine Rules and Regulations of the Virgin Islands Port Authority for governing and operations of the harbors and ports of the United States Virgin Islands apply in conjunction with this Sub-Section "A" and, where not in agreement, the Rules and Regulations of this Sub-Section "A" shall take precedence in the area where the Sub-Section "A" Rules and Regulations apply.

A-20 RADIO COMMUNICATION

Commercial radio station WAH is located in St. Thomas and its antenna is on the mountain. The hours of operation are from 06:00 to 21:00 AST. Ships within 100 miles of St. Thomas may call on VHF Channel 16 and communicate on Channel 28. For distances over 100 miles, WAH may be contacted on the 2 mhz band. It monitors 2182 khz and its working frequencies are 2009 khz (receive) and 2506 khz (transmit), either single or double side-band.

A-21 EMERGENCY USE OF LIME TREE BAY CHANNEL

a. Should any obstruction block the south end of the Krausé Lagoon Channel so as to prevent the passage of

vessels between the sea and Port Alucroix or the Containerport public dock, or in the event of a sudden, unforeseen occurrence which threatens to cause property damage, personal injury or death, vessels may enter or exit via the Lime Tree Bay Channel, provided the vessel is under the guidance of a Hovic Pilot and using Hovic controlled tugs and provided further that all the requirements of A-9 (1) have been complied with.

b. Arrangements for the use and payment of the Hovic Pilot and tugboat service must be made in advance when inbound, before the vessel may approach from seaward within two and one-half miles of the entrance seabouy of Lime Tree Bay Channel; and, when outbound, before the vessel may proceed east of a line running southward, being the extension of the centerline from the southern face of the extended pier on which the Containerport public dock is located.

A-22 PENALTIES

With respect to the south coast harbors of St. Croix, and approaches thereto, including all waters which are now or may hereafter be under their jurisdiction, if the master or person in charge of any vessel, or any other person, shall violate any provision of this Sub-Section "A", he shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall, be punished by a fine of \$3,000 and in the discretion of the court by imprisonment not exceeding 30 days.

A-23 AMENDMENT, REPEAL AND/OR MODIFICATION

This Amendment - Sub-Section "A" shall not in any way be, in whole or in part, amended, repealed and/or modified except by mutual agreement of the Authority and Hovic.